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To : USPTO
Sent : 9/15/2005 at 2:38:22 PM
Subject : Recordation Documents for Patent Filing # 09/504,939

From : TC Main
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PAGE 1/16 * RCVD AT 9/15/2005 5:38:16 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-6/26 * DNIS:2738300 * CSID:Talley * DURATION (mm:ss):06-28

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SEP 19 2005

FACSIMILE COVER PAGE

To : USPTO
Sent : 9/15/2005 at 2:35:34 PM
Subject : Copy of Recordation

From : TC Main
Pages : 15 (including Cover)

To Whom It May Concern,

On June 23, 2005 I sent the original to the attached file to your office for processing. Unfortunately, no one has been able to find record of this documentation. I respectfully submit the attached as a copy. The check for the \$40 processing fee cleared ATI's bank account on July 7, 2005. If additional information is required, please contact me at 623-772-1290.

Thank you for your assistance with this issue.

Kind regards,

Susan L. Talley
CEO
Adaptive Technologies, Inc.

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 exp. 6/30/2005U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)Christopher R Stephens
Henn Waelbroeck**2. Name and address of receiving party(ies)**

Name: Adaptive Technologies, Inc

Internal Address: 25812 N. 67th Drive, Peoria AZ 85383

Additional name(s) of conveying party(ies) attached? Yes No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s)

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other

Street Address: 25812 N. 67th Drive

City: Peoria

State: AZ

Country: USA Zip: 85383

Additional name(s) & address(es) attached? Yes No**4. Application or patent number(s):** This document is being filed together with a new application.

A. Patent Application No.(s)

08/504,939 2/16/00

B. Patent No.(s)

Additional numbers attached? Yes No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Susan Talley

Internal Address: 25812 N. 67th Drive, Peoria AZ 85383

Street Address: 25812 N. 67th Drive

City: Peoria

State: AZ Zip: 85383

Phone Number: 623-772-1290

Fax Number: 623-772-1297

Email Address:

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number _____
Authorized User Name _____**9. Signature:***Susan L. Talley*
Signature

6-22-05

Date

Susan L. Talley
Name of Person SigningTotal number of pages including cover sheet, attachments, and documents: 14Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450*Marked
6/23/05*

03-12-02 10:51am From-SHAW PITTMAN TYSONS I

7037807801

T-110 P.47/83 F-071

ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of June, 2001 by and between (i) Adaptive Technologies, S.A. de CV ("AT Mexico"), a corporation organized and existing under the laws of Mexico, and (ii) Adaptive Technologies, Inc. ("AT US"), a corporation organized and existing under the laws of the State of Delaware.

WHEREAS, AT Mexico has developed systems, software, techniques, methodologies and know-how associated with the development, distribution, management and use of intelligent artificial agents (the "Agent Factory Technology");

WHEREAS, AT Mexico represents and warrants that it owns all right, title and interest in and to the United States patent applications listed on Exhibit A and relating, inter alia, to the Agent Factory Technology, together with any substitute, continuation, continuation-in-part and foreign applications that may be filed or issue as a result of such patent applications (collectively, the "Patents");

WHEREAS, AT Mexico represents and warrants that it owns all right, title and interest in and to the Agent Factory Technology as described in Exhibits B and C;

WHEREAS, AT US desires to acquire the entire right, title and interest in and to the aforesaid Patents and Agent Factory Technology from AT Mexico and AT Mexico is willing to transfer said Patents and Agent Factory Technology to AT US subject to the terms and conditions contained herein;

WHEREAS, AT Mexico desires to retain the right to further develop, market and use the Agent Factory Technology solely within Mexico; and

WHEREAS, AT US is willing to grant to AT Mexico such rights subject to the terms and conditions contained herein;

WHEREAS, the parties contemplate entering into a subsequent agreement whereby, among other things, AT US will provide marketing services for AT Mexico;

NOW, THEREFORE, in consideration of the foregoing, of the mutual premises herein set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF PATENTS

AT Mexico hereby assigns to AT US all of its right, title and interest in and to the aforesaid Patents as evidenced by AT Mexico's execution of the Patent Applications Assignment form attached hereto as Exhibit D.

03-12-02 10:51am From:SHAW PITTMAN TYSORS I

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2. PATENT LICENSE TO AT MEXICO

AT US hereby licenses back to AT Mexico the non-exclusive right in Mexico, beginning on the effective date of this Agreement and ending upon the expiration of the last to expire of any of the Patents, to make, use and license products or otherwise market to third parties the Agent Factory Technology as embodied and claimed in the Patents.

3. ASSIGNMENT OF AGENT FACTORY TECHNOLOGY

With the exception of the modules and related know-how listed on Exhibit C, AT Mexico hereby sells, assigns, sets over and transfers to AT US, its successors, legal representatives and assigns, its right, title and interest in and to the aforesaid Agent Factory Technology as described in Exhibit B, including any copyrights (including any related registrations or pending registrations) thereon, all renewals for such copyrights, the right to sue for past, present and future infringements, and the good will of the business associated with and symbolized by such copyrights, subject to the terms and conditions contained herein.

4. AGENT FACTORY TECHNOLOGY LICENSE TO AT MEXICO

AT US hereby licenses back to AT Mexico the non-exclusive right in Mexico to make, use and license products or otherwise market to third parties the Agent Factory Technology and any products or services embodying the same.

5. LINE OF CREDIT AND COLLATERAL

A. AT US hereby acknowledges that AT Mexico has an outstanding line of credit (the "Loan") with a trust of the SIECyT (the "Creditor") for which AT Mexico has pledged its intellectual property rights, including the Patents and Agent Factory Technology, as collateral.

B. AT US and AT Mexico hereby agree that the assignment of the Patents hereunder shall be expressly subject to the Loan and that AT US's rights in the Patents shall be subordinate to those of the Creditor until the satisfaction of the debt associated with the Loan and according to the terms of the Loan.

C. AT Mexico shall notify AT US within five (5) business days of the receipt of any notice from Creditor of any default under the Loan. AT US has the right, but not the obligation, to pay any and all amounts due under the Loan to Creditor, whether or not a default has occurred thereunder.

6. WARRANTIES OF AT MEXICO.

AT Mexico hereby makes the following representations and warranties to AT US:

03-12-02 10:52am From:SHAW PITTMAN TYSONS I

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T-110 P-49733 F-071

A. AT Mexico hereby warrants and covenants that it has the full right and power to convey the entire interests assigned herein, and that it has not executed and will not execute any instrument or assignment in conflict herewith, with the exception of the Loan described in Section 5.

B. AT Mexico has the full power and legal right to execute, deliver and perform this Agreement and to assign the Patents and Agent Factory Technology hereunder and has not, by any of its acts or acts of its agents, created any lien, encumbrance or other right in any third party which would diminish any of AT US's rights in the Patents or Agent Factory Technology other than the lien created pursuant to the Loan.

C. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby shall not, conflict with, violate or constitute a default under any contract or other instrument to which AT Mexico is a party or by which AT Mexico is bound.

D. There is no litigation, claim, proceeding or investigation pending or, to AT Mexico's best knowledge, threatened with respect to the Patents or Agent Factory Technology.

E. AT Mexico has no knowledge or awareness of any fact or circumstance that would render any of the Patents (specifically including the patent applications) invalid or unenforceable.

F. AT Mexico is not currently in default under the Loan and the Creditor has not asserted any claim alleging such a default.

7. GENERAL PROVISIONS.

A. Benefit and Burden; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal and legal representatives, successors and assigns of the parties hereto.

B. Governing Law; Severability. The validity, construction and performance of this Agreement shall be governed by the substantive laws of the State of New York. In the event that any provision of this Agreement or the application of such provisions shall be held by a court of competent jurisdiction to be contrary to such law, the remaining provisions of this Agreement shall remain in full force and effect.

C. Instruments. Upon or after execution of this Agreement, AT Mexico shall, upon request by AT US, execute and/or deliver to AT US any other instrument as shall be effective to vest in AT US the rights granted hereunder or any rights appurtenant thereto, or to evidence the same.

D. Notice. Any notice, request or other communication hereunder shall be in writing and shall be deemed to have been duly given if mailed with postage thereon prepaid, addressed to the party for whom it is intended at its respective address set forth below. Such addresses may be changed by written notice pursuant to and in accordance with this subsection.

E. No Assumption By AT US. Nothing in this Agreement shall be deemed or construed to be an assumption by AT US of any obligations, debts or liabilities of AT Mexico. AT US does not, by this Agreement or otherwise, assume or agree to assume any such obligations, debts or liabilities.

F. Specific Performance. AT Mexico hereby acknowledges and agrees that the Patents and the obligations of AT Mexico hereunder are unique, that failure of AT Mexico to perform the obligations provided by this Agreement shall result in irreparable damage to AT US and that specific performance of these obligations may be obtained by suit in equity.

G. Headings. The headings contained herein are for convenience and reference only and shall not be used in construing or interpreting any of the provisions hereof.

[Signature Page Follows]

03-12-02 10:52am From:SHAW PITTMAN TYSONS I

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T-110 P.31/63 F-071

IN WITNESS WHEREOF, AT Mexico and AT US have executed this Agreement as of
the day and year first above written.

AT MEXICO:

Adaptive Technologies, S.A.
a Mexican corporation

By _____

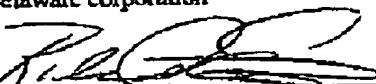
Antonio Ramirez Fernandez,
Administrador Unico

Address: Circuito Estadio Azteca #7
Col. Media Luna
Delegación Tlalpan
México, DF 04757
México

AT US:

Adaptive Technologies, Inc.
A Delaware corporation

By _____


Richard Ettenson,
President and Chief Executive Officer

Address: 14450 North 55th Street
Scottsdale, Arizona 85254